



3 November 2004

To All Offerors

via email and/or posting on NSBF's Purchasing website

RE: NSBF SOLICITATION NSBF-JBK-2004-RFP-05 BALLOON TRACKING LEASED
AIRCRAFT, NATIONAL SCIENTIFIC BALLOON FACILITY

SUBJECT: REQUEST FOR PROPOSAL; ADDENDUM 1 QUESTIONS AND CLARIFICATIONS

Background:

The NSBF has received the following questions, and provides the responses as indicated. These modifications modify the RFP as indicated.

Question 1: The RFP cover page specifies that all supplies must be "new"

Answer: The RFP is clarified to delete the references to "new". Leased aircraft need not be new.

Question 2: On the pricing section, page 2, Option year 3 comes before Option Year 2.

Answer: Please put the correct price in the correct blocks, so that Option year 3 will come before Option year 2.

Question 3: Reference Section B1.2.3 Consider revising to be limited to Airworthiness Directives that are "due" vs. "published", which is the industry standard practice.

Answer: This change is generally acceptable. However, Airworthiness Directives which are published but fall "due" within the current operational year of the lease shall ALL be implemented.

Question 4: Reference Section B2.1 (same as question 3).

Answer: Same as Answer 3.

Question 5: In Section B2.2, should this refer to "airworthiness directive" instead of "aircraft directive".

Answer: Yes.

Question 6: In Section B2.2, regarding maintenance, will the Lessor have the right to pre-authorization of the maintenance or repair.

Answer: Yes. Add the following two paragraphs to the end of Section B2.2:

All inspections, repairs, modifications, FAA directives, and overhaul work to be made or accomplished shall be performed by the NSBF at Lessor's expense by persons licensed to perform such work and shall be in accordance with the standards required by the Federal Aviation Administration and other governmental regulations. The NSBF shall obtain Lessor's verbal approval prior to initiating any such maintenance costing over \$500.00, and written approval for any such maintenance costing over \$2,000.00.

It is further provided that in the event that an emergency need for repair, without which the plane would otherwise be unairworthy, develops during the performance of the NSBF's mission, it shall use its best efforts to notify Lessor of the occurrence as soon as possible, and prior to commencing repairs, but may proceed with such repairs as are necessary to timely complete the mission in the event that such efforts are unsuccessful. Should such approval not be obtained without good and convincing cause prior to initiating the maintenance, the cost of said maintenance, that exceed a reasonable good faith estimate of the normal cost to complete such repairs, (i.e. repairs involving overtime, or emergency replacement of a part with a new part, where a repaired or overhauled part was available within a reasonable time) shall be borne by the NSBF. Confirmation of the repairs, and a copy of the invoice for the cost of the repairs together with evidence of payment shall be forwarded to the Lessor, and the amount therefore shall be deducted from the next due lease payment. In the event such repairs occur during the final month of the lease, Lessor agrees to reimburse the NSBF for the costs of such repairs within 15 (fifteen) days of being presented with such an invoice. The NSBF shall keep a flight log and maintain all records pertaining to the aircraft and engines in accordance with rules and regulations of the Federal Aviation Administration and upon surrender of the Aircraft pursuant to the terms of this Agreement shall deliver such records to Lessor. The NSBF further agrees to bear all operating cost, crew salaries, and benefits; landings and customs fees; hangar and storage charges; any fines or penalties arising from the operation or use of the Aircraft, and any costs of repairs to the Airframe, components, or Engines required as a result of the NSBF's improper action. Lessor shall be responsible for the cost of all maintenance, engine hot section inspections and overhauls, except as otherwise provided for herein. Lessor shall not fail to authorize necessary repairs in a manner which unreasonably deprives The NSBF of the benefit of the use of the Aircraft to meet its day-to-day operational requirements.

Question 7: Please explain what Sections B4.2.8 and B4.2.9 refer to: .

Answer: Delete Section B4.2.8 and B4.2.9 in their entirety.

Question 8: In section B5, the Lessor is requested to supply insurance, and this may be difficult for the Lessor to supply.

Answer: It remains the Government's intent that the Lessor supply the insurance. However, if the Lessor is unable to obtain such insurance, it may clearly so indicate in its proposal, but this will be taken into account during the

evaluation of the proposals and selection of the best value to the Government.

Question 9: In Section C.3.1.2, does the reference to the "aircraft data card" mean the Airworthiness Certificate?

Answer: Section C.3.1.2 is deleted in its entirety.

Question 10: In Section C3.2.1, flight testing at no cost to the government is not limited or bounded. You might consider specifying the time allowed (one hour), or stipulating that the time will apply towards the allowed hours. This keeps it from being open ended for the Lessor.

Answer: Flight testing on behalf of the Government shall be accomplished in one (1) hour's flight time or less.

Question 11: In Section C3.5, do the reinspection clauses apply only to a replacement aircraft, or to a required reinspection of the original aircraft?

Answer: Reinspection triggers in any of the following circumstance: (1) provision of a replacement aircraft; (2) when the next operational year is begun and possession of the leased aircraft recommences.

Question 12: Section C6 appears to state that the contractor can't "remove" the aircraft in the case of an accident/incident without the NSBF approval, even if it is outside of the operational year. I don't understand that requirement.

Answer: Section C6 is deleted in its entirety, and the following new Section C6 substituted in lieu thereof:

C6 Notification of incident, accident or mishap.

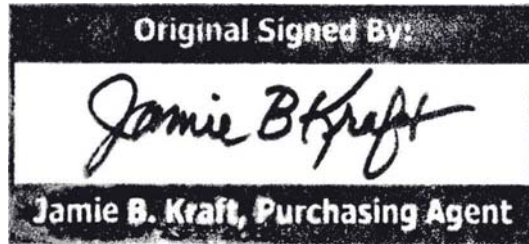
The Contractor shall without delay promptly report any accident, mishap or incident which (1) occurs outside the operational year or outside the possession of the leased aircraft by the Government; and (2) results in any damage to the aircraft. Such notice shall be provided to the Purchasing Agent and shall be by the most reasonable means calculated to assure timely notice to the Government. The Government in its sole discretion may exercise its right to a "reinspection" of such aircraft at its earliest convenience to assess the impact, if any, to the Government's forthcoming operational year.

Procurement Schedule: (NO CHANGE TO SCHEDULE EFFECTED BY THIS ADDENDUM.)

- **Proposals are due by 4:00 PM 22 November 2004.** (It should be noted that Federal Express does not make morning deliveries to Palestine, and their afternoon deliveries may not meet the proposal deadline of 4:00 PM.). Evaluation completed by 15 December 2004 and discussions leading to award with one or more offerors completed by 7 January 2004. Award shall be made by 14 January 2004.

Questions and Comments: Forward to Mr. Jamie B. Kraft by email to purchasing@nsbf.nasa.gov; fax to (903)723-8054.

Sincerely,

A rectangular stamp with a black border. The top half has a black background with the text "Original Signed By:" in white. The bottom half has a white background with a black signature "Jamie B. Kraft" and the text "Jamie B. Kraft, Purchasing Agent" in black below it.

Jamie Kraft,
Purchasing Agent

Attachments: As stated above